



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7/18/2023 Meeting Date: 8/3/2023

Name: Lisa Roberts Department: BCC Administration

1. Nature and purpose of agenda item:

The Pro Shares Agreement with Blue Cross and Blue Shield of Florida, Inc. allows the County to share (50%) in any excess of earned premiums over incurred claims.

Request for the approval of the annual Accounting & Retention Agreement (Pro Shares). The agreement will be from October 1, 2023 through September 30, 2025

2. Recommended Motion/Action:

Approve the agreement with Blue Cross and Blue Shield of Florida, Inc. & Health Options, Inc.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
HEALTH OPTIONS, INC.**

**ANNUAL ACCOUNTING AND RETENTION AGREEMENT
(Proshare)**

This is an Agreement (hereinafter "Agreement") between Blue Cross and Blue Shield of Florida, Inc. and Health Options, Inc., (hereinafter jointly referred to as "BCBSF"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and Columbia County Board of County Commissioners, (hereinafter "the Group") located at 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055-4004.

WHEREAS, the Group requests Florida Blue to provide a health maintenance organization (hereinafter "HMO") and a Point-of-Service insurance program, (hereinafter jointly referred to as GHP "the Group Health Plan") to its employees and their covered dependents (hereinafter "Group Member(s)"); and

WHEREAS, Health Options, Inc., has agreed to provide the HMO part of the GHP, and Florida Blue has agreed to provide the insurance part of the GHP; and

WHEREAS, each of the parties to this Agreement seeks to set forth, in writing, the terms and conditions of their Agreement;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

I. TERM

The term of this Agreement shall begin on October 1, 2023 (the effective date) and shall end on September 30, 2025 (the termination date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

II. BENEFIT PLAN

BCBSF agrees to administer the Group's health benefit plans (hereinafter referred to as the "Benefit Contracts"), which are hereby incorporated by reference into this Agreement and the GHP.

III. PREMIUM PAYMENTS

The Premium Rates, Prepayment Fees, and Supplemental Charges for the GHP are payable in advance to BCBSF at the address set forth above.
The premiums for the program are set forth in Exhibit A.

IV. ANNUAL ACCOUNTING

A. Within one-hundred twenty (120) days after each anniversary of this Agreement, BCBSF shall prepare and furnish to the Group an accounting of such year's operations.

B. This accounting shall include operations under all coverages of the program and shall set forth the following:

- (a) Earned Premium
- (b) Incurred Claims less claims in excess of the pooling point
- (c) Pooling Charges
- (d) Administrative Charges

C. If Earned Premium is greater than the sum of Incurred Claims (less claims in excess of the pooling point), Pooling Charges and Administrative Charges, 50% of this excess will be returned to the Group. However, if the Group cancels prior to January 31, 2026, no excess premium will be returned to the group.

D. If Earned Premium is less than the sum of Incurred Claims (less claims in excess of the pooling point), Capitation Charges, Pooling Charges and Administrative Charges, the deficit will be retained by BCBSF.

V. TERMINATION

This Agreement may be terminated at any anniversary of the effective date by either party giving the other party at least forty-five (45) days prior written notice of such termination.

VI. MODIFICATION OF RATES

Rates for the first twelve months of this Agreement will remain in effect, as set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by BCBSF. Thereafter, all rates set forth in Exhibit A of this Agreement are subject to change by BCBSF at any time following at least forty-five (45) days prior written notice to the Group.

The modified rates, including the renewal rates for the period October 1, 2024 through September 30, 2025, will be set forth and presented to the Group on a revised Exhibit A.

VII. LATE PAYMENT/CHARGE

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to BCBSF up to ten (10) days after such due date without a late payment charge. Payments received by BCBSF eleven (11) to thirty-one (31) days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to BCBSF immediately upon receipt of the notice of such charge.

In the event any charge under this Agreement is not paid, in full, by the Group to BCBSF within thirty-one (31) days after the applicable due date, this Agreement will automatically terminate as of the applicable due date. In the event this Agreement terminates retrospectively for any reason, the Group shall be liable, in addition to all other liabilities set forth in this Agreement, for any claim(s) paid by BCBSF which were incurred after the termination date.

VIII. INCONSISTENCIES

If the provisions of this Agreement are, in any way, inconsistent with the provisions of the Benefit Contract(s), then the provisions of this Agreement shall prevail, and the other provisions shall be deemed modified but only to the extent necessary to implement the intent of the parties expressed herein.

IX. SURVIVAL

The rights and obligations of the parties, as set forth herein, shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

X. WAIVER OF BREACH

The failure by either party, at any time, to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

XI. GOVERNING LAW

This Agreement, and the rights of the parties hereunder, shall be construed according to the laws of the State of Florida.

XII. SEVERABILITY

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

XIII. AMENDMENT

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that BCBS may make changes necessary to comply with State and Federal laws upon 60 days notice to the Corporation.

XIV. ENTIRE AGREEMENT

This Agreement, including its Exhibits, the application(s) for coverage, and the Benefit Contract(s) constitute the entire Agreement between the Corporation and BCBSF. Any prior agreements, promises, or representations, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, are of no force or effect.

XV. NOTICES

Any notice, required or permitted under this Agreement, shall be deemed given if hand delivered or if mailed by United States mail, or an overnight mail service (e.g., Federal Express), postage prepaid, to the applicable address as set forth above or to such other address as a party may designate, in writing, to the other party. Such notice shall be deemed effective as of the date so deposited or delivered.

XVI. SEPARATE CORPORATIONS

Florida Blue and Health Options, Inc., are separate corporations. Nothing in this Agreement shall be construed, for any purpose whatsoever, to make either liable for the actions of the other.

XVII. PROVIDER NETWORKS

BCBSF's Health Care Provider Networks are subject to change and may be modified at any time during the term of this Agreement without notice to or consent of the Group or any Group Member.

**BLUE CROSS AND BLUE SHIELD OF
FLORIDA, INC.
d/b/a/ FLORIDA BLUE & HEALTH
OPTIONS, INC.**

**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

_____	By (signed): _____
Joseph C. Gregor, Esq. _____	Name (printed): _____
Vice President, Commercial Segments _____	Title: _____
_____	Date: _____

**EXHIBIT A
TO THE
ANNUAL ACCOUNTING AND RETENTION AGREEMENT
WITH
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
GROUP NO. 15243**

A. Premium rates effective: October 1, 2023 through September 30, 2024

	HMO 60 RX \$10/\$50/\$80	PPO 317 NSTD RX MEDIScript	BO 03359 NSTD RX \$15/\$30/\$50	H.S.A. 05192/05193 RX IN CYD, \$10/\$30/\$50	HIP
SINGLE	\$998.24	\$1,131.24	\$1,069.94	\$674.64	\$575.74
FAMILY	\$1,807.50	\$2,048.36	\$1,936.50	\$1,221.58	N/A

B. Administrative charges effective: October 1, 2023 through September 30, 2024
15.70% of earned premium

C. Pooling effective: October 1, 2023 through September 30, 2024

- 1. Pooling Level: \$180,000 Per Individual**
- 2. Pooling Charges: 8.96% of earned premium**